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RECORDATION NO. 9285-F
FILED 1425

DEC 28 1994 -11 40 AM

INTERSTATE COMMERCE COMMISSION

December 28, 1994

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Conditional Sale Agreement and First Amendment and Assignment and Agreement, dated as of December 20, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement (and secondary document related thereto) which was duly filed with the Commission under Recordation Number 9285.

The names and addresses of the parties to the enclosed document are:

Vendee: Chemical Bank of New Jersey, N.A. (successor by
merger to Princeton Bank and Trust Company)
PO Box 1090
East Brunswick, New Jersey 08816-1090

Agent: National Bank of South Carolina, N.A.
7 N. Laurens Street
Greenville, South Carolina 29601

Counters - Betty

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

49 railcars ICG 501025 through ICG 501073 (formerly within the series
NSL 102331 through NSL 102380)

Also enclosed is a check in the amount of \$21.00 payable to the order of the
Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.


Robert W. Alvord

RWA/bg
Enclosures

CERTIFICATE

9285-E
RECORDED
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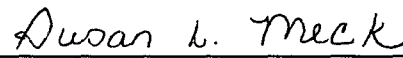
I, Peter J. Falconer, attorney for Illinois Central Railroad Company, hereby certify that I have compared the attached photocopy of the Termination of Conditional Sales Agreement and First Amendment and Assignment and Agreement dated as of December 20, 1994, made by Chemical Bank New Jersey, N.A. and NationsBank of South Carolina, N.A. to the original of such document and further certify that the attached photocopy is a true and complete copy of such document.


Peter J. Falconer

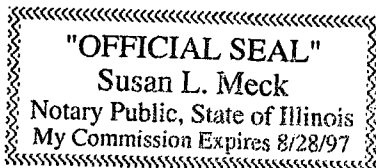
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in the State and County aforesaid, **DO HEREBY CERTIFY** that Peter J. Falconer, personally known to me to be the same person whose name is subscribed to the foregoing certificate appeared before me this day in person, and acknowledged that he signed the said certificate as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day of December, 1994.


Notary Public

Impress seal below:



ICC
COPY

9285-E

9285-1

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TERMINATION OF CONDITIONAL SALES AGREEMENT AND FIRST AMENDMENT AND
ASSIGNMENT AND AGREEMENT

THIS TERMINATION OF CONDITIONAL SALES AGREEMENT AND FIRST AMENDMENT AND ASSIGNMENT AND AGREEMENT is made as of December 10, 1994, by Chemical Bank New Jersey, National Association, a national banking association, successor by merger to Princeton Bank and Trust Company, National Association ("Vendee"), and Nations Bank of South Carolina, NA, as Agent formerly known as Citizens and Southern National Bank and Trust Company ("Agent").

WITNESSETH:

WHEREAS, Vendee entered into the Conditional Sales Agreement ("CSA") with National Railway Utilization Corporation (Golden Tye Division) which provided for the assemblage and construction of the Equipment and the sale of the Equipment to the Vendee, dated as of March 1, 1978, and recorded pursuant to former Section 20(c) of the Interstate Commerce Act on March 16, 1978 at 1:05 p.m. under Recordation Number 9285; and

WHEREAS, the CSA was assigned to Agent pursuant to an Agreement and Assignment dated as of March 1, 1978 and recorded with the ICC on March 16, 1978 under Recordation No. 9285-A; and

WHEREAS, the CSA was amended on August 1, 1980 (the "First Amendment") to, among other things, reflect that Vendee, as lessor, was entering into a new lease with Illinois Central Gulf Railroad Company on August 1, 1980 of up to 49 units of Equipment; and

WHEREAS, the duties and obligations of the parties to the CSA and the First Amendment have been satisfied and discharged;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the CSA, the Assignment and Agreement and First Amendment in the files of the Interstate Commerce Commission, Vendee and Agent hereby terminate and cancel the CSA, the Assignment and Agreement and First Amendment and release each party from its obligations and liabilities thereunder effective as of the date herein first written above.

All capitalized terms used herein not otherwise defined shall have the meanings attributed to them in the Conditional Sales Agreement and/or the First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Conditional Sales Agreement and First Amendment to be duly executed as of the date hereinabove first written.

CHEMICAL BANK NEW JERSEY, NATIONAL ASSOCIATION

By:

Title:

Vincent J. O'Connor
SVP & CONTROLLER

NATIONS BANK OF SOUTH CAROLINA, NA

By:

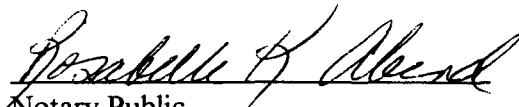
Title:

Van L. Black
Assistant Vice President

STATE OF NEW JERSEY)

COUNTY OF MIDDLESEX)

On this 20th day of December, 1994, before me personally appeared the within named Vincent J. O'Connor, to me personally known, who, being by me duly sworn, says that he is Senior Vice President and Controller of Chemical Bank New Jersey, N.A., that the foregoing instrument was signed on behalf of said national banking association by authority of its Senior Vice President and Controller and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.


Notary Public

[Notary Seal]

My Commission Expires: **ROSABELLE K. ABEND**
A Notary Public of New Jersey
My Commission Expires Dec. 11, 1997

STATE OF South Carolina
COUNTY OF Greenville }

SS:

On this 20th day of December, 1994, before me personally appeared the within named Van L. Black, to me personally known, who, being by me duly sworn, says that (s)he is Assistant Vice President of Nationsbank of South Carolina, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

David L. Hitchcock
Notary Public

[Notary Seal]

My commission expires: 11-19-2002